

Trading under Magetz Electrical cc Bundu Power  
 2 Bravo Road, (Crn Kelly & Yaldwyn Rds)  
 Jet Park, Johannesburg  
**Tel:** 011-397 7373  
**Fax:** 011-397 7404  
 www.poweronwheels.co.za



**CONTRACT NO: Rental Agreement**

**Particulars of the Lessee:**

<b>Name:</b> <b>ID Number:</b> <b>Company:</b> <b>Company Registration No:</b> <b>Vat Number:</b> <b>Tel no:</b>  (Copy of ID to be Supplied)	<b>Address where the Equipment will be held:</b> ("the Place of Principal Location")  <b>Physical address:</b>  <b>Fax no:</b> <b>Email:</b>
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POWER ON WHEELS lets to you the Lessee, the equipment described hereunder ("the Equipment") upon the conditions of this agreement ("the Agreement"), comprising this schedule and the terms and conditions on the next page.

Customer Order No.	Deliver Genset	Collect Genset	Delivery Date	Commencement Date	Expiry Date

**Description of Equipment:**

Quantity	Items Rented and received by the Lessee	Serial number	Rate per Day (Max 8 Hrs)	Rate per Hour Thereafter
			Excluding VAT	Excluding VAT

**Fuel:** Generators are delivered with the first tank full, thereafter; fuel is for the Lessee's own account. Fuel used and not replenished will be charged for at the current rate per litre.

**Connection fee:** Connection fee, where necessary, will be quoted separately – dependant on individual requirements.

**Deposit & Payment:** Deposit of «Deposit» (ex VAT) is payable. On return an invoice will be issued based on the return reading, and is payable on presentation. The deposit will be deducted off the last invoice.

**Insurance:** All generators are fully insured by Power on Wheels and are tracked via GPS tracking. Should the generator be stolen or damaged, any excess will be for the clients account. – Current replacement Value of goods = «Replacevalue»

Rentals are subject to a **minimal rental period of 2 days**. Rentals not returned by **8.30am** on the due date will be charged for an additional day.

1. This Agreement does not cover expenses or parts to repair damages caused by abuse, neglect or un-authorized alteration of the Equipment. Power on Wheels shall not be held liable for damages caused by failure to render services or to supply parts due to causes beyond its control, including strikes and labour disputes, and forces of nature.
2. The lessee expressly agrees to indemnify and hold Power on Wheels harmless from any claims for damages, be it incidental, consequential or otherwise, suffered by the Lessee, its agents and employees and / or any third party.
3. The parties acknowledge the Agreement herein is essentially one for services, and Power on Wheels makes no warranties, either express or implied, with respect to any parts supplied in connection with the services performed hereunder; provided that, said parts will carry standard manufacture's warranties independent of this Agreement.
4. The parties choose as their domicilia citandi et executandi their respective addresses set out in this clause, for all purposes arising out of or in connection with this Agreement at which addresses all legal processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered

to the parties For purposes of this Agreement the parties' respective addresses shall be: as regards to Bundu Power, the address printed on the front page of this Agreement and as regards the Owner, the address indicated on the front page of this Agreement as the address where the Equipment will be held. Any notice given in terms of this Agreement shall be in writing and shall if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; if posted by prepaid registered post be deemed to have been received by the addressee on the 8<sup>th</sup> business day following the date of such posting; if transmitted by facsimile be deemed to have been received by the addressee on the business day following the date of dispatch, unless the contrary is proved.

5. This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive the right to rely on any alleged express provision not contained in this Agreement.
6. Neither party may rely on any representation, which allegedly induced that party to enter into this Agreement, unless the representation is recorded in this Agreement.
7. No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
8. No indulgence granted by either party shall constitute a waiver or abandonment of any of that party's rights under this Agreement and accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future.
9. This Agreement shall be interpreted in accordance with the laws of the Republic of South Africa and the parties hereby consent to the non-exclusive jurisdiction of the South African Courts.
10. The use of any expression in this Agreement covering a process under South African law shall, if any of the *Parties* is subject to the law of another jurisdiction be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
11. If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.
12. In the event of Power On Wheels having to approach a court to enforce its rights in terms of this Agreement, Power On Wheels shall be entitled to recover its legal costs and disbursements on a scale as between attorney and own client.

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Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ for the Lessee in presence of the undersigned

**Witnesses**

**Witness**

Full Names:

Signature: \_\_\_\_\_

**Signatory for Lessee**

Full Names:

Signature: \_\_\_\_\_

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Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ for the Lessor.

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